IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

WEDNESDAY, THE 14TH NOVEMBER 2007 / 23RD KARTHIKA 1929

WP(C).No. 26744 of 2007(H)

PETITIONER:

ANANDAKUMAR, KUMAR GARDENS,
HARIPAD, PROPRIETOR, VS K EXPORTS,
HARIPAD.

BY ADV. SRI.P.SREEKUMAR
SRI.K.S.MANU (PUNUKKONNOOR)

RESPONDENTS:
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1. STATE OF KERALA, REPRESENTED BY ITS SECRETARY, PRINTING AND STATIONARY (HIGHER EDUCATION) DEPARTMENT, THIRUVANANTHAPURAM.

2. THE CONTROLLER OF STATIONERIES, THIRUVANANTHAPURAM.

3. KERALA BOOKS AND PUBLICATIONS SOCIETY, KOCHI, REPRESENTED BY ITS MANAGING DIRECTOR.

BY ADV. SRI. I.V. PRAMOD, GOVERNMENT PLEADER

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 14/11/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ANTONY DOMINIC , J

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W.P.(C). NO. 26744 OF 2007

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Dated this the 14th day of November, 2007.

JUDGMENT

The relief sought for in this writ petition is to quash Ext.P4 and to direct the respondents to accept the quotations submitted by the petitioner in response to Ext.P1 notification and to award the contract on that basis. The learned Government Pleader on instructions submits that the petitioner did not comply with the tender conditions and therefore the tender submitted by him was not considered. He makes reference to Ext.P1 tender notice and submitted that as per clause 5 of Ext.P1 the tenderers were to submit Earnest Money Deposit in the form of cash payment, Demand Draft or Fixed Deposit Receipts. He also submits that the petitioner had, as against these conditions of the tender, submitted only bank guarantee. It is on that basis, his tender was found to be defective.

2. On going through Ext.P1, I agree with the learned Government Pleader that the Earnest Money deposit should be in the form of either cash payment, Demand Draft or Fixed Deposit Receipt. If the tender submitted by the petitioner was accompanied only by a bank guarantee as pointed out by the learned Government Pleader, there is non-compliance with the tender conditions. If that be so, the

respondents were right in rejecting the offer made by the petitioner. Since the tender was defective, there arise no question for entertaining this writ petition or considering the reliefs that are sought for by the petitioner.

The writ petition fails and the same is dismissed.

ANTONY DOMINIC, JUDGE.

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